

**IN THE UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

<b>KELSEY NOBACH</b>	)	<b>PLAINTIFF</b>
	)	
<b>VERSUS</b>	)	<b>CIVIL ACTION NO. 1:11cv346-HSO-RHW</b>
	)	
<b>WOODLAND VILLAGE NURSING CENTER, LLC and CORPORATE MANAGEMENT, INC.</b>	)	<b>DEFENDANTS</b>
	)	

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**MOTION TO INTERVENE**

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COMES NOW Virginia L. LoCoco, Esq., and Joseph A. LoCoco, Esq., of LoCoco & LoCoco, P.A., pursuant to Federal Rule of Civil Procedure 24(a)(2), and moves the Court for an order permitting LoCoco & LoCoco, P.A., to intervene as a party of right in this action in that it claims an interest in the subject matter of this action and is so situated that the disposition of this action may impair LoCoco & LoCoco, P.A.'s ability to protect its' interest. For grounds of this motion, MOVANT would show:

I.

At the request of the PLAINTIFF, LoCoco and LoCoco, P.A. undertook to represent the PLAINTIFF in this matter. A copy of the Contract, where Plaintiff hired the MOVANT, LoCoco & LoCoco, P.A., law firm (hereinafter "LoCoco"), on or about October 7, 2009, is attached as Exhibit "A" to MOVANT's *Complaint of Intervention*, which is attached hereto as Exhibit "1". An associate attorney and employee of LoCoco, Danielle K. Brewer (hereinafter "BREWER"), was assigned to handle the case for the law firm.

II.

On or abut August 12<sup>th</sup>, 2011, Danielle K. Brewer ("BREWER") and another associate named Ian L. Baker (hereinafter referred to as "BAKER"), were terminated from LoCoco. BAKER

and BREWER were fired because, without the knowledge of LoCoco, BAKER and BREWER planned and formed the intent to leave LoCoco and form their own firm in December of 2009. Thereafter, BAKER and BREWER began taking actions in the furtherance of their plan to leave LoCoco by utilizing LoCoco resources, staff and equipment, to organize their new law firm, without the knowledge or consent of LoCoco. Additionally, BAKER and BREWER filed their organizational papers with the Secretary of State on or about June 9, 2011, and purposely concealed these facts from LoCoco until their deception was discovered on or about August 12, 2011. Upon the revelation of their actions, BAKER and BREWER were quickly terminated. Thereafter, the PLAINTIFF discharged the firm of LoCoco and LoCoco, P.A., hired the firm of Baker and Brewer, P.L.L.C. and suit was filed on behalf of the PLAINTIFF by Baker and Brewer, P.L.L.C.

### III.

According to the provisions of both BAKER and BREWER'S contracts of employment with LoCoco, should the contract of employment be terminated at any time by either party, all files shall remain the property of LoCoco. Each contract of employment set forth the provisions by which LoCoco was to be compensated should clients belonging to LoCoco decide to formally discharge LoCoco and hire Baker and/or Brewer. Attached as Exhibit "1" is LoCoco's *Complaint of Intervention*, and attached thereto are copies of BAKER and BREWER'S Employment Contracts, with handwritten revisions as Exhibits "B" and "C".

### IV.

In order to preserve its contractual right to attorney's fees and reimbursement of litigation expenses in the event of the PLAINTIFF obtaining a judgment in their favor or settling amicably with the DEFENDANTS and its insurer(s), the undersigned brings this Motion to Intervene, asserting LoCoco's right of intervention under the laws of the State of Mississippi and other applicable jurisprudential, codal and statutory authorities.

V.

MOVANT's claim is set forth in the proposed MOVANTS' *Complaint of Intervention*, which is attached hereto and filed herewith as Exhibit "1".

WHEREFORE, your MOVANTS, Virginia L. LoCoco, Esq., and Joseph A. LoCoco, both on behalf of LOCOCO & LOCOCO, P.A., pray that this Court grant an order permitting the undersigned to intervene as a party of right in this action in that the undersigned claims an interest in the subject matter of this action and is so situated that the disposition of this action may impair the undersigned's ability to protect their interests.

Respectfully submitted, this 20<sup>th</sup> day of September, 2011

BY: LOCOCO & LOCOCO, P.A.

/s/ Virginia L. LoCoco

Virginia L. LoCoco, Esq.  
Miss. Bar No. 8483

/s/ Joseph A. LoCoco

Joseph A. LoCoco  
Miss. Bar No. 9537

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Facsimile No. 228.392.3890

**CERTIFICATE OF SERVICE**

I, Virginia L. LoCoco, Esq., on behalf of LOCOCO & LOCOCO, P.A., do hereby certify that I have this date September 19, 2011, electronically filed the foregoing pleadings with the Clerk of Court using the ECF system which sent notification of such filing to:

Ian L. Baker, Esq.  
Danielle K. Brewer, Esq.  
Baker & Brewer, PLLC  
1891 Pass Road  
Biloxi, Mississippi 39531

and via U.S. Mail to the following:

Kelsey Nobach  
6118 Lark St.  
Bay St. Louis, MS 39520

Woodland Villiage Nursing Center, LLC  
Corporate Management, Inc.  
Jackye Bertucci, Registered Agent  
11545 Old Highway 49  
Gulfport, Mississippi 39503

/s/ Virginia L. LoCoco  
Virginia L. LoCoco, Esq.

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